

More on Mathias and Family

1974 OCT -7 PM 12:33

ALLEN COUNTY RECORDER

June E. Swihart

THIS INDENTURE WITNESSETH THAT

DeVon Wilmot, Trustee for the

purpose of making this conveyance

of Dekalb County in the State of Indiana

CONVEY AND WARRANT TO Warren Fitch and Betty Fitch, husband

and wife, as tenants by the entirety.

Allen County in the State of Indiana.

for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following Real Estate in Allen County, in the State of Indiana, to wit:

Part of the northwest quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows:

Commencing at a point on the westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34, in the office of the Recorder of Allen County, Indiana, and 50.0 feet southwesterly of the northwest corner of said lot, #45; thence northwesterly 995.5 feet on line with a point situated on the west line of the northwest 1/4 of Section 23 and 1650.0

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT DeVon Wilmot, Trustee
for the purpose of making this conveyance

of DeKalb

County in the State of Indiana

CONVEY AND WARRANT TO Warren Fitch and Betty Fitch, husband and wife, as tenants by the entirety

of Allen County in the State of Indiana
for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following real
Estate in Allen County, in the State of Indiana, to wit:

The southerly 50.0 feet of Lot #48, all of lots #49 and #50, and
the northerly 50.0 feet of lot #51, in Tulleevin Lake Addition as
recorded in Plat Book 25, pages 33 and 34, in the Office of the
Recorder of Allen County, Indiana, together with Part of the
Northwest Quarter of Section 23, Township 32 North, Range 12 East,
Allen County, Indiana, more particularly described as follows:

Beginning at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
Office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 1087 feet to a point situated on the west line of
the northwest quarter of said Section 23, said point being 1350
feet north of the intersection of the west line of the northwest
quarter of said Section 23 and the southerly line of Lot #59 ex-
tended west in Tulleevin Lake Addition as recorded in Plat Book
25, pages 33 and 34 in the office of the Recorder of Allen County,
Indiana, thence South along the west line of the northwest 1/4
of said Section 23, a distance of 300 feet; thence southeasterly
988.0 feet to a point on the westerly line of Lot #51 in said
Tulleevin Lake Addition and 50.0 feet southwesterly of the north-
west corner of said Lot #51; thence northeasterly 300.0 feet to
the point of beginning, containing 8.617 acres, subject to a 25
foot ingress and egress easement, more particularly described as
follows:

Part of the northwest quarter of Section 23, Township 32 North,
Range 12 East, Allen County, Indiana, more particularly described
as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 921.5 feet on line with a point situated on the
west line of the northwest 1/4 of said Section 23 and 1350.0 feet
north of the intersection of the west line of the northwest 1/4

1974 OCT -7 PM 12:32

ALLEN COUNTY RECORDER

Jesse E. Swihart

DULY ENTERED FOR TAXATION

OCT - 7 1974

Jesse E. Swihart
AUDITOR OF ALLEN COUNTY

Instrument H

7549

west in Tulieevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the office of the Recorder of Allen County, to the point of beginning of this description; thence continuing northwesterly along the aforesaid line 190.5 feet to the west line of the northwest $1/4$ of said Section 23; thence south along the west line of the northwest $1/4$ of said Section as, a distance of 300.0 feet; thence southeasterly with a deflection angle to the left of 82 degr. 22 min. 11 sec. a distance of 190.5 feet; thence northerly with a deflection angle to the left of 97 degr. 37 min. 49 sec. a distance of 300.0 feet to the point of beginning of this description, containing 1.31 acres and subject to road rights of way and easements, together with a 25 foot ingress and egress easement being more particularly described as follows:

Part of the northwest quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the westerly line of Lot #48 in Tulieevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the office of the Recorder of Allen County, Indiana and 50 feet northeasterly of the southwest corner of said Lot #48; thence northwesterly 921.5 feet on line with a point situated on the west line of the northwest $1/4$ of said Section 23 and 1350.0 feet north of the intersection of the west line of the northwest $1/4$ of said

DULY ENTERED FOR TAXATION

OCT - 7 1974

Dorothy E. Rose
AUDITOR OF ALLEN COUNTY

Instrument H

7548

50
B. C.

of said Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended westward; thence southwesterly with a deflection angle to the left of 90 degr. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 degr. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 degr. 39 min. and parallel to the north line of Lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 degr. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 degr. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

Subject to all restrictions, limitations and easements of record.

Subject to all taxes.

Dated this 23rd day of September 1974.

Grantor certifies under oath that

No Indiana gross income tax due
as a result of this transaction,

STATE OF INDIANA)

) SS:

COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of September 1974 personally appeared Devon Wilmet, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and official seal.

James D. Brinkerhoff
Notary Public
James D. Brinkerhoff
JULY 22 1977

My Commission Expires:

This instrument prepared by
J. D. Brinkerhoff, Jr.
Attorney at Law, Garrett, Ind.

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT Warren Fitch and Betty
Fitch, his wife, both of legal age

of Allen County in the State of Indiana
CONVEY AND WARRANT TO Devon Wilmot, Trustee for the purpose
of conveying to Warren Fitch & Betty Fitch, husband and wife, as
tenants by the entirety

of DeKalb County in the State of Indiana

for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following real
Estate in Allen County, in the State of Indiana, to wit:

Beginning at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
Office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 1087 feet to a point situated on the west line of
the northwest quarter of said Section 23, said point being 1350
feet north of the intersection of the west line of the northwest
quarter of said Section 23 and the southerly line of Lot #59 ex-
tended west in Tulleevin Lake Addition as recorded in Plat Book
25, pages 33 and 34 in the office of the Recorder of Allen County,
Indiana; thence South along the west line of the northwest $1\frac{1}{4}$
of said Section 23, a distance of 300 feet; thence southeasterly
988.0 feet to a point on the westerly line of Lot #51 in said
Tulleevin Lake Addition and 50.0 feet northwesterly of the north-
west corner of said Lot #51; thence northeasterly 300.0 feet to
the point of beginning, containing 8.617 acres, subject to a 25
foot ingress and egress easement, more particularly described as
follows:

Part of the northwest quarter of Section 23, Township 32 North,
Range 12 East, Allen County, Indiana, more particularly described
as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
Office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 921.5 feet on line with a point situated on the
west line of the northwest $1\frac{1}{4}$ of said Section 23 and 1350.0 feet
north of the intersection of the west line of the northwest $1\frac{1}{4}$

KEEP ONE KEY IN
THIS CONVENIENT
ENVELOPE

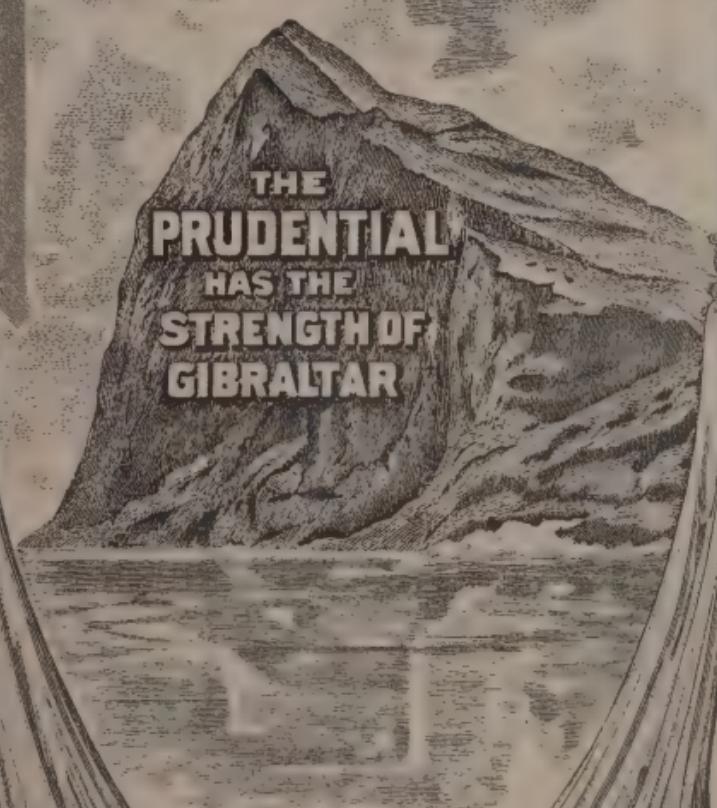
#-52

LOSS OF ONE KEY-\$ 2
LOSS OF BOTH KEYS-\$ 4

WHICH NECESSITATES
DRILLING THE LOCK AND
REPLACEMENT

COMMUNITY STATE BANK
AVILLA, INDIANA

The Prudential



THE
PRUDENTIAL
HAS THE
STRENGTH OF
GIBRALTAR

**Insurance
Company
of America**

FOUNDED BY
JOHN F. DRYDEN
PIONEER OF INDUSTRIAL
INSURANCE IN AMERICA.

INCORPORATED UNDER THE LAWS OF
THE STATE OF NEW JERSEY

of said Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended westward; thence southwesterly with a deflection angle to the left of 90 degr. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 degr. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 degr. 39 min. and parallel to the north line of Lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 degr. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 degr. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

Subject to all restrictions, limitations and easements of record.

Subject to all taxes.

Dated this 23rd day of September 1974.

Warren Fitch
(Warren Fitch)

Betty Fitch
(Betty Fitch)

STATE OF INDIANA) SS:
COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of September 1974 personally appeared Warren Fitch and Betty Fitch, husband and wife, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and official seal.

James D. Brinkerhoff Jr.
Notary Public
(James D. Brinkerhoff Jr.)

My Commission Expires:
July 22, 1977

This instrument prepared by:
J. D. Brinkerhoff, Jr.
Attorney at Law, Garrett, Ind.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

A MUTUAL LIFE INSURANCE COMPANY INCORPORATED BY THE STATE OF NEW JERSEY

CHANGE OR CORRECTION IN POLICY

Reg.	District or Detached Office	Debit No.	Page in L. R.
2	ANNUAL DEBIT DIV	1062	✓

IMPORTANT:

This is to certify that the Company has been notified that

1. The correct name of the INSURED is

Betty Lou Fitch

NAME of the BENEFICIARY

2. The RELATIONSHIP of the BENEFICIARY to the INSURED is changed
from _____ to _____

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By

Federick H. Cook

Secretary.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

A MUTUAL LIFE INSURANCE COMPANY INCORPORATED BY THE STATE OF NEW JERSEY

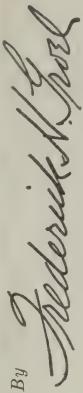
Rider Attached to and Made a Part of Policy No. 94104642

Effective on the date of the first endorsement below, the following provisions are hereby made a part of this Policy:

Beneficiary Designation.—Upon proper written request a Beneficiary may be designated under this Policy to receive the death benefits only. The Beneficiary under this Policy may be changed from time to time upon proper written request, provided such request is submitted to the Home Office together with this Policy for endorsement, but such change shall become operative only if this Policy is endorsed by the Company. After such endorsement has been made, the change shall take effect and any interest of any previous Beneficiary shall cease as of the date of such written request whether or not the Insured is living at the time of such endorsement. The Company, however, may refuse to make such endorsement if the proposed Beneficiary does not appear to the Company to have a substantial insurable interest in the life of the Insured. Any change of Beneficiary shall be subject to the rights of any assignee of record at the Home Office of the Company. Subject to any statutory requirements to the contrary, the consent of any Beneficiary to such change or to the exercise of any non-forfeiture provision of this Policy shall not be required.

Any designation or change of Beneficiary is subject to the following conditions: if the Beneficiary does not make claim and surrender this Policy with due proof of the death of the Insured within 60 days after such death, or if the Beneficiary is the estate of the Insured, or is a minor, or dies before the Insured, or is not competent to give a valid release, such Beneficiary shall have no right or interest in this Policy under any designation or change of Beneficiary, and payment of such death benefits will be made as otherwise provided in this Policy.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

By 
Secretary.

REGISTER OF DESIGNATION OR CHANGE OF BENEFICIARY.

Note.—Changes may be endorsed hereon only by the Company at its Home Office.

DATE ENDORSED	NEW BENEFICIARY DESIGNATED	ENDORSED BY
8.4.50	Harren J. Titel - Husband	

***IMPORTANT
NOTICE TO
POLICYHOLDER***

If it becomes impossible to continue the payment of premiums,

***PRESERVE THIS
POLICY***

because of the protection which may be afforded under its provisions.

***READ THE
NON-FORFEITURE
PROVISIONS IN
YOUR POLICY***

1974 AUG 16 AM 11:20

ALLEN COUNTY RECORDER

*Jane E. Swihart*WARRANTY DEED

THIS INDENTURE WITNESSETH that John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. McGUIRE, Attorney in Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to ✓ WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition, as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana.

ALSO:

8.43 acres in the Northwest 1/4 of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the Westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50.0 feet Southwesterly of the Northwest corner of said Lot #45; thence Northwesterly 995.5 feet on line with a point situated on the west line of the Northwest 1/4 of said Section 23 and 1650.0 feet North of the intersection of the West line of the Northwest 1/4 of

DULY ENTERED FOR TAXATION

AUG 16 1974

Warren E. Fitch
AUDITOR OF ALLEN COUNTY

GENERAL PROVISIONS.

Payment of Premiums.—All premiums are payable at the Home Office of the Company, but may be paid to an authorized representative of the Company; such payments to be recognized by the Company must be entered at the time of payment in the premium receipt book belonging with this Policy. If for any reason the premium be not called for when due it shall be the duty of the policyholder, before said premium shall be in arrears four weeks, to bring or send said premium to the Home Office of the Company or to one of its district offices.

Period of Grace.—Should the Insured die while the premium on this Policy is in arrears for a period not exceeding four weeks, the Company will pay the amount of insurance payable herein, subject to the conditions of the Policy, but after the expiration of the said period of grace the Company's liability under this Policy shall cease, except as herein provided.

Incontestability.—After this Policy shall have been in force, during the lifetime of the Insured, for one full year from its date, it shall be incontestable, except for non-payment of premium, but if the age of the Insured be misstated, the amount payable under this Policy shall be such as the premium would have purchased at the correct age.

Policy When Void.—If at the time of the issuance of this Policy there be in force upon the life of the Insured hereunder an Industrial policy or policies issued by this Company, this Policy shall be void unless it contains an endorsement, signed by the President or Secretary, permitting this Policy to be in force concurrently with such other policy or policies previously issued; but it is expressly stipulated that the issuance of this Policy without such endorsement shall not be considered a waiver of this provision should there be then in force any industrial insurance policy or policies previously issued by this Company upon the life of the Insured hereunder.

If for any cause this Policy be or become void, all premiums paid hereon shall be forfeited to the Company except as provided herein.

Reinstatement.—If this Policy lapsed for non-payment of premium, it will be reinstated within one year from the date to which premiums have been duly paid upon payment of all arrears, provided evidence of the insurability of the Insured satisfactory to the Company be furnished, but such reinstatement shall not take effect unless at the date thereof the Insured is living and in sound health.

Modifications, etc.—No condition, provision or privilege of this Policy can be waived or modified in any case except by an endorsement hereon signed by the President, one of the Vice Presidents, the Secretary, one of the Assistant Secretaries, the Actuary, the Associate Actuary or one of the Assistant Actuaries. No modification, one or change shall be made in this Policy except such as is in accordance with the laws of the State or Province in which the same is issued. No Agent has power in behalf of the Company to make or modify this or any other contract of insurance, to extend the time for paying a premium, to waive any forfeiture, or to bind the Company by making any promise, or by making or receiving any representation or information.

PROVISIONS AS TO ACCIDENTAL DEATH BENEFIT.

Upon receipt of due proof that the Insured, after attainment of age 15 and prior to the attainment of age 70, has sustained bodily injury, solely through external, violent and accidental means, occurring after the date of this Policy and resulting in the death of the Insured within ninety days from the date of such bodily injury while this Policy is in force, and while there is no default in the payment of premium, the Company will pay in addition to any other sums due under this Policy and subject to the provisions of this Policy an Accidental Death Benefit equal to the face amount of insurance stated in this Policy less the amount of any disability benefit which has become payable under this Policy on account of the same bodily injury, except as provided below:

Exceptions. (1) If the bodily injuries referred to above shall be sustained by the Insured while engaged in employment in or on the premises of any open pit or underground mine, or shall be sustained by the Insured while on or about the premises or right of way of any railroad company while the Insured is following the occupation of gang, track, or roadway laborer; track walker; yard, freight or mixed train brakeman or flagman, the additional Accidental Death Benefit referred to in the first paragraph hereof shall be one-half of the face amount of insurance stated in this Policy, less the amount of any disability benefit which has become payable under this Policy on account of the same bodily injury. (2) No Accidental Death Benefit will be paid if the death of the Insured resulted from suicide or from having been engaged in submarine or diving operations, or in aviation as a passenger or otherwise, or from military or naval service in time of war.

These provisions are granted without specific extra premium being charged therefor, but the cost thereof is included in the premium for this Policy.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

By *William W. Marshall*
Secretary.

IND 11393

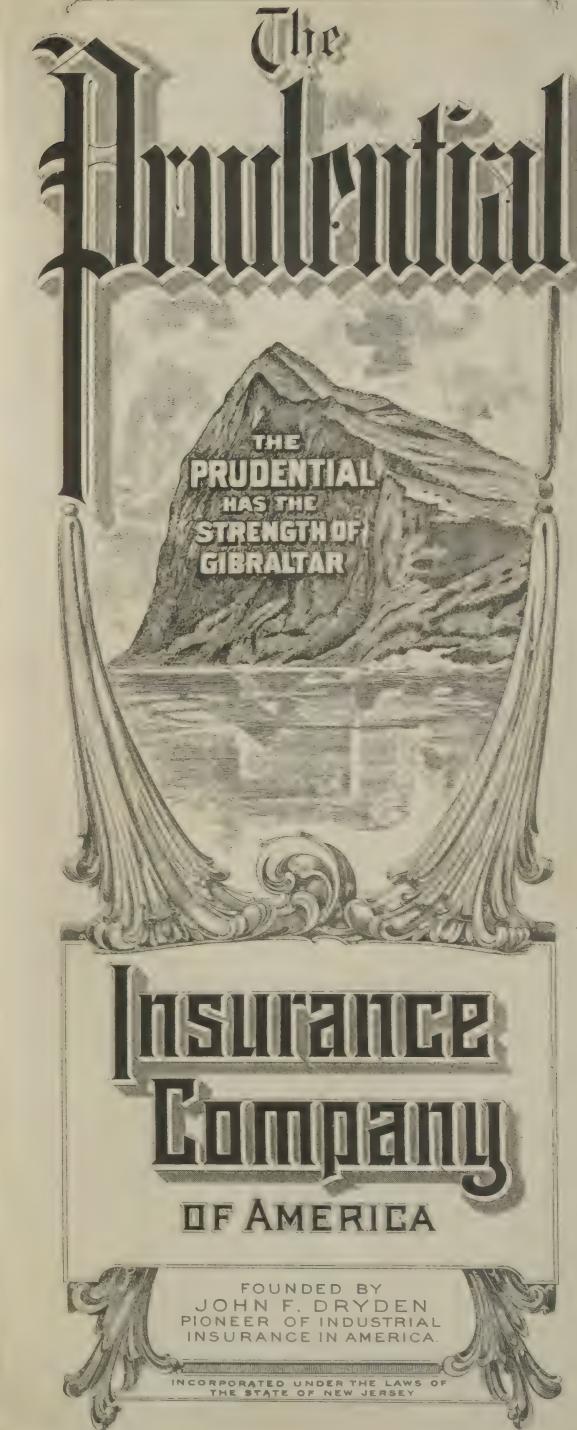
IMPORTANT NOTICE TO POLICYHOLDER

If it becomes impossible to continue the payment of premiums,

PRESERVE THIS POLICY

because of the protection which may be afforded under its provisions.

READ THE NON-FORFEITURE PROVISIONS IN YOUR POLICY



1974 AUG 16 AM 11:20

ALLEN COUNTY RECORDER

*Jane E. Shirk*WARRANTY DEED

THIS INDENTURE WITNESSETH that John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. McGUIRE, Attorney in Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to *✓* WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition, as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana.

ALSO:

✓ AUG 16 1974
DULY ENTERED FOR TAXATION
AUDITOR OF ALLEN COUNTY
✓ *✓* *✓* *✓* *✓* *✓* *✓*
1/4 of ~~said Section 23~~ 300

Commencing at a point on the Westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50.0 feet Southwesterly of the Northwest corner of said Lot #45; thence Northwesterly 995.5 feet on line with a point situated on the west line of the Northwest 1/4 of said Section 23 and 1650.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot #59, extended West, in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, to the point of beginning for the 8.43 acres of land herein described; thence continuing Northwesterly along the aforesaid line 190.5 feet to the West line of the Northwest ~~1/4 of ~~said Section 23~~~~ 300 feet; thence South along the West line of the Northwest 1/4 of said Section 23, a distance of ~~300~~ 300 feet; thence Southeasterly 988.0 feet to a point on the Westerly line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence Northeasterly 300.0 feet to a point 50.0 feet Southwesterly of the Northwest corner of Lot #48 in said Tulleevin Lake

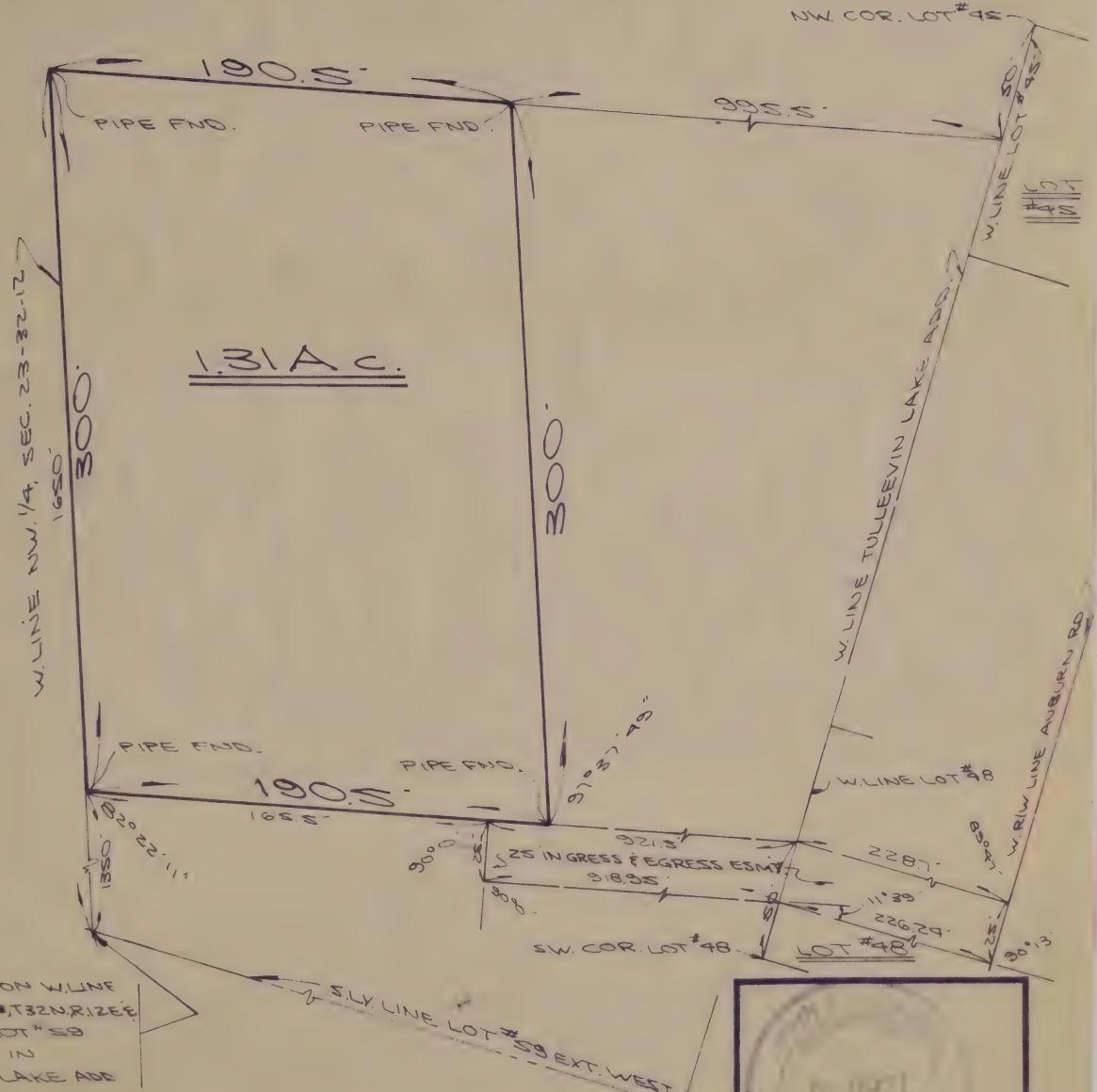
14611 Auburn Rd.
City, 46825

Instrument No. 5868

Instrument # 5288
14611 Culverin Rd.
cty, 4/28/25

said Section 23 and the Southerly line of Lot #59, extended West, in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, to the point of beginning for the 8.43 acres of land herein described; thence continuing Northerly along the aforesaid line 190.5 feet to the West line of the Northwest corner described; thence continuing Northerly along the herein, to the point of beginning for the 8.43 acres of land 33 and 34 in the Office of the Recorder of Allen County, Indiana, to the point of beginning for the 8.43 acres of land feet; thence Southwesterly 988.0 feet to a point on the Westerly line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence Northwest corner of Lot #48 in said Tulleevin Lake 300.0 feet to a point 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence

NW. COR. LOT #95



INTERSECTION W LINE
N. 74, SEC. 28, T32N, R12E
W LINE LOT # 59
RT. WEST IN
OLLEENIN LAKE ADD

JOB FOR: FITCH

i = 60°
9-10-79

JOHN R. DONOVAN



thence Northwesterly 896.5 feet on line with a point situated on the West line of the Northwest 1/4 of said Section 23 and 1350.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot 59 in Tulieevin Lake Addition extended Westward; thence North to the point of beginning;

Subject to all restrictions, limitations and easements of record.

Grantees assume and agree to pay the real estate taxes for the year 1973, due and payable in November, 1974, and all real estate taxes and assessments thereafter.

Dated this 6th day of August, 1974.

John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr.,

By James V. McGuire
(BERNARD C. McGuire)
Attorney in Fact by virtue of a Power of
Attorney dated the 2nd day of July, 1968,
and recorded in Misc. Record 324, pages
525-527 in the Office of the Recorder of
Allen County, Indiana.

STATE OF TEXAS
COUNTY OF DALLAS
SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of July, 1974, personally appeared: John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. MCGUIRE, Attorney in Fact, and acknowledged the execution of the foregoing deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law

CERTIFICATE OF SURVEY

OFFICE OF:

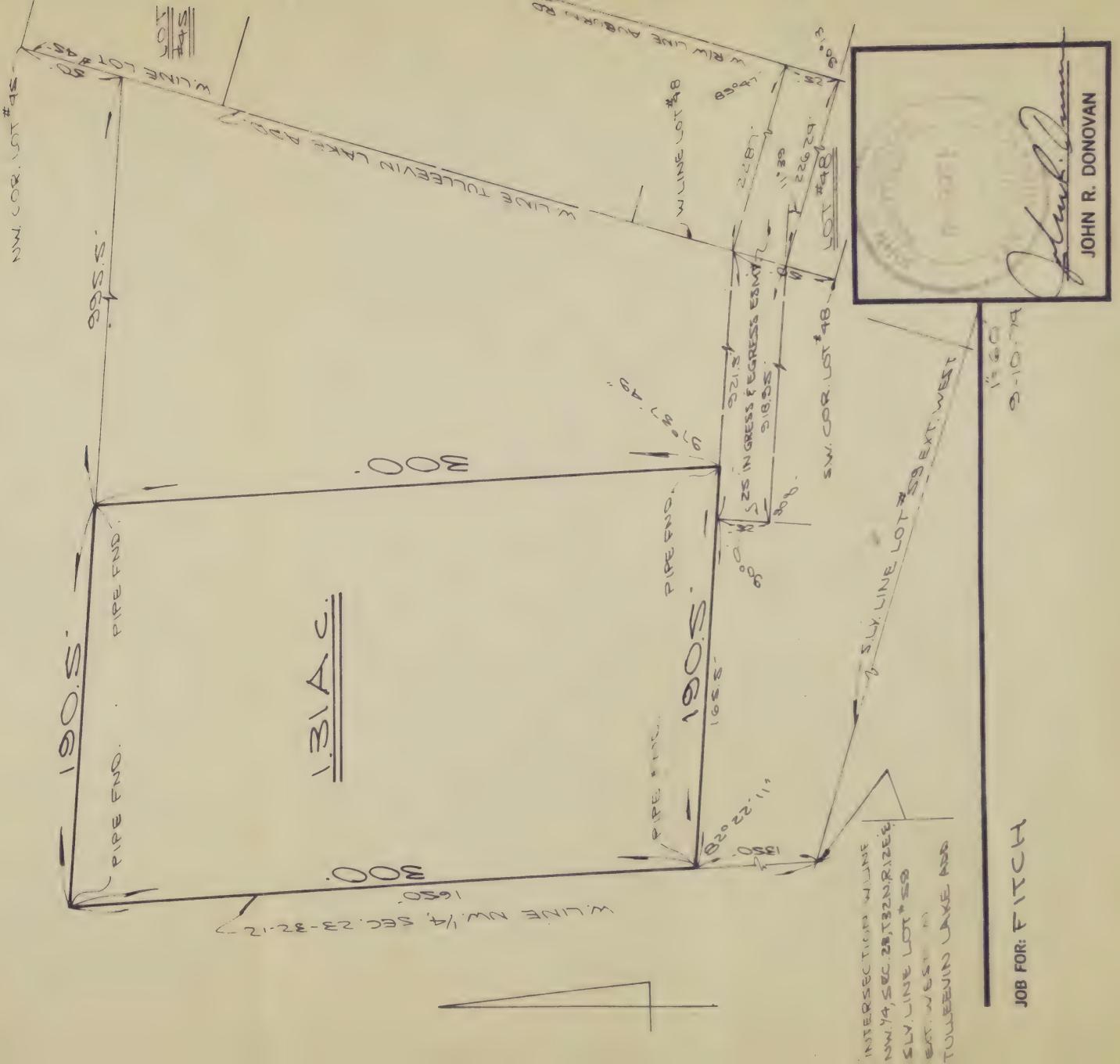
JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER
REGISTERED LAND SURVEYOR No. 94
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, St. Louis County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: SEE ATTACHED SHEET.

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The detailed description of the real estate is as follows: To wit: _____
Measurements were made and corners reperpetuated as shown herein, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, **ALLIEN** County, Indiana. No measurements except as noted below.

JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA
REGISTERED LAND SURVEYOR No. 9921 INDIANA
FORT WAYNE, INDIANA

CERTIFICATE OF SURVEY

OFFICE OF:

WARRANTY DEED

THIS INDENTURE WITNESSETH that John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. McGUIRE, Attorney in Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition, as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana

ALSO:

8.43 acres in the Northwest 1/4 of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

CERTIFICATE OF SURVEY

OFFICE OF:

JOHN R. DONOVAN

REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA

REGISTERED LAND SURVEYOR No. 9921 INDIANA

FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, Allen County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: Part of the Northwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows:

Commencing at a point on the westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana, and 50.0 feet southwesterly of the Northwest corner of said Lot #45; thence northwesterly 995.5 feet on line with a point situated on the west line of the Northwest 1/4 of Section 23 and 1650.0 feet north of the intersection of the west line of the Northwest 1/4 of said Section 23 and the southerly line of Lot #59 extended west in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, to the point of beginning of this description; thence continuing northwesterly along the aforesaid line 190.5 feet to the west line of the Northwest 1/4 of said Section 23; thence south along the west line of the Northwest 1/4 of said Section as, a distance of 300.0 feet; thence southeasterly with a deflection angle to the left of 82 deg. 22 min. 11 sec. a distance of 190.5 feet; thence northerly with a deflection angle to the left of 97 deg. 37 min. 49 sec. a distance of 300.0 feet to the point of beginning of this description, containing 1.31 acres and subject to road rights of way and easements, together with a 25 foot ingress and egress easement being more particularly described as follows:

Part of the Northwest Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50 feet northeasterly of the southwest corner of said Lot #48; thence northwesterly 921.5 feet on line with a point situated on the west line of the Northwest 1/4 of said Section 23 and 1350.0 feet north of the intersection of the West line of the Northwest 1/4 of said Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended Westward; thence southwesterly with a deflection angle to the left of 90 deg. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 deg. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 deg. 39 min. and parallel to the north line of Lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 deg. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 deg. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

John R. Donovan
JOHN R. DONOVAN

WARRANTY DEED

THIS INDENTURE WITNESSETH that John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. McGUIRE, Attorney in Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition, as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana.

ALSO:

8.43 acres in the Northwest 1/4 of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:
Commencing at a point on the Westerly line of Lot $\frac{4}{45}$ in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50.0 feet Southwesterly of the Northwest corner of said Lot #45; thence Northwesterly 995.5 feet on line with a point situated on the West line of the Northwest 1/4 of said Section 23 and 1650.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot #59, extended West, in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, to the point of beginning for the 8.43 acres of land herein described; thence continuing Northwesterly along the aforesaid line 190.5 feet to the West line of the Northwest 1/4 of said Section 23; thence South along the West line of the Northwest 1/4 of said Section 23, a distance of 600.0 feet; thence Southeasterly 988.0 feet to a point on the Westerly line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence Northeasterly 300.0 feet to a point 50.0 feet Southwesterly of the Northwest corner of Lot #48 in said Tulleevin Lake

commencing at a point on the west side of the line of Lot #59 in
Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen
County, Indiana, and 50.0 feet Southwesternly of the North-
west corner of said Lot #45; thence Northwesternly 995.5
feet on line with a point situated on the west line of the
Northwest 1/4 of said Section 23 and 1650.0 feet North of
the intersection of the West line of the Northwest 1/4 of
said Section 23 and the Southwesterly line of Lot #59, extended West,
in Tulleevin Lake Addition as recorded in Plat Book 25, pages
33 and 34 in the Office of the Recorder of Allen County,
Indiana, to the point of beginning for the 8.43 acres of land
herein described; thence continuing Northwesternly along the
aforesaid line 190.5 feet to the West line of the Northwest
1/4 of said Section 23; thence South along the West line
of the Northwest 1/4 of said Section 23, a distance of 600.0
feet; thence Southwesterly 988.0 feet to a point on the Westerly
line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet
Southwest of the Northwest corner of said Lot #51; thence
Northwesternly 300.0 feet to a point 50.0 feet Southwesterly of the
Northwest corner of Lot #48 in said Tulleevin Lake

43560 agt
4840 Sg g

CERTIFICATE OF SURVEY

OFFICE OF:

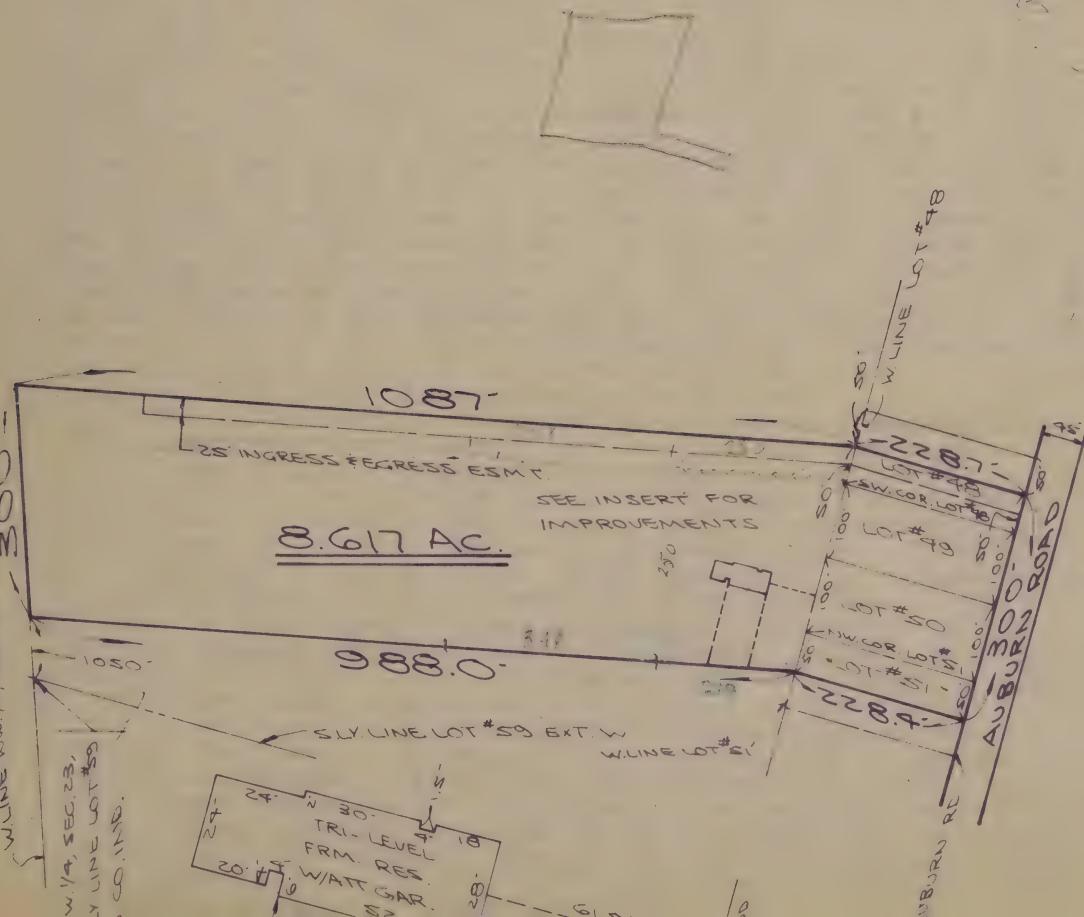
JOHN R. DONOVAN

REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA
REGISTERED LAND SURVEYOR No. 9921 INDIANA
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, Allen County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: SEE ATTACHED SHEET.



Addition and on the Westerly line of said Lot #48; thence Northwesterly 896.5 feet on line with a point situated on the West line of the Northwest 1/4 of said Section 23 and 1350.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot 59 in Tulleevin Lake Addition extended Westward; thence North to the point of beginning;

Subject to all restrictions, limitations and easements of record.

Grantees assume and agree to pay the real estate taxes for the year 1973, due and payable in November, 1974, and all real estate taxes and assessments thereafter.

Dated this 6th day of Aug, 1974.

John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr.,

By Bernard C. McGuire
(BERNARD C. MC GUIRE)
Attorney in Fact by virtue of a Power of Attorney dated the 2nd day of July, 1968, and recorded in Misc. Record 324, pages 525-527 in the Office of the Recorder of Allen County, Indiana.

STATE OF TEXAS } } SS: }
COUNTY OF DALLAS } }

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of Aug, 1974, personally appeared: John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. MC GUIRE, Attorney in Fact, and acknowledged the execution of the foregoing deed.
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

June 1, 1975

Notary Public

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law

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4849 8941

CERTIFICATE OF SURVEY

OFFICE OF:

JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER
REGISTERED LAND SURVEYOR No. 94
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, CLARK County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: SEE ATTACHED SHEET!

JOB FOR: **FACTORY**

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Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to
WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in
the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and
other good and valuable considerations, the receipt whereof is hereby acknow-
ledged, the following Real Estate in Allen County in the State of Indiana,
to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50,
and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake
Addition, as recorded in Plat Book 25, pages 33 and 34,
in the Office of the Recorder of Allen County, Indiana

ALSO:

8.43 acres in the Northwest 1/4 of Section 23, Township
32 North, Range 12 East, Allen County, Indiana, more
particularly described as follows:

Commencing at a point on the Westerly line of Lot #45 in
Tulleevin Lake Addition as recorded in Plat Book 25,
pages 33 and 34 in the Office of the Recorder of Allen
County, Indiana, and 50.0 feet Southwesterly of the North-
west corner of said Lot #45; thence Northwesterly 995.5
feet on line with a point situated on the west line of the
Northwest 1/4 of said Section 23 and 1650.0 feet North of
the intersection of the West line of the Northwest 1/4 of
said Section 23 and the Southerly line of Lot #59, extended West,
in Tulleevin Lake Addition as recorded in Plat Book 25, pages
33 and 34 in the Office of the Recorder of Allen County,
Indiana, to the point of beginning for the 8.43 acres of land
herein described; thence continuing Northwesterly along the
aforesaid line 190.5 feet to the West line of the Northwest
1/4 of said Section 23; thence South along the West line
of the Northwest 1/4 of said Section 23, a distance of 600.0
feet; thence Southeasterly 988.0 feet to a point on the Westerly
line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet
Southwesterly of the Northwest corner of said Lot #51; thence
Northeasterly 300.0 feet to a point 50.0 feet Southwesterly of the
Northwest corner of Lot #48 in said Tulleevin Lake

CERTIFICATE OF SURVEY

OFFICE OF:

JOHN R. DONOVAN

REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA

REGISTERED LAND SURVEYOR No. 9921 INDIANA

FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a survey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, Allen County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana, together with Part of the Northwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the westerly line of Lot #48 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana and 50 feet northeasterly of the Southwest corner of said Lot #48; thence northwesterly 1087 feet to a point situated on the west line of the Northwest Quarter of said Section 23, said point being 1350 feet north of the intersection of the west line of the Northwest Quarter of said Section 23 and the southerly line of Lot #59 extended west in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana; thence South along the West line of the Northwest 1/4 of said Section 23, a distance of 300 feet; thence Southeasterly 988.0 feet to a point on the Westerly line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence Northeasterly 300.0 feet to the point of beginning, containing 8.617 acres, subject to a 25 foot ingress and egress easement, more particularly described as follows:

Part of the Northwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin Lake Addition as recorded in Plat Book 25, Pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50 feet northeasterly of the southwest corner of said Lot #48; thence northwesterly 921.5 feet on line with a point situated on the west line of the Northwest 1/4 of said Section 23 and 1350.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended Westward; thence southwesterly with a deflection angle to the left of 90 degr. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 degr. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 degr. 39 min. and parallel to the north line of Lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 degr. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 degr. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

WARRANTY DEED

THIS INDENTURE WITNESSETH that John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. McGuire, Attorney in Fact, of Dallas County in the State of Texas CONVEY AND WARRANT to WARREN FITCH and BETTY FITCH, husband and wife, of Allen County in the State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following Real Estate in Allen County in the State of Indiana, to-wit:

The Southerly 50.0 feet of Lot #48, all of Lots #49 and #50, and the Northerly 50.0 feet of Lot #51, in Tulleevin Lake Addition, as recorded in Plat Book 25, pages 33 and 34, in the Office of the Recorder of Allen County, Indiana

ALSO:

8.43 acres in the Northwest 1/4 of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the Westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, and 50.0 feet Southwesterly of the Northwest corner of said Lot #45; thence Northwesterly 995.5 feet on line with a point situated on the west line of the Northwest 1/4 of said Section 23 and 1650.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot #59, extended West, in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the Office of the Recorder of Allen County, Indiana, to the point of beginning for the 8.43 acres of land herein described; thence continuing Northwesterly along the aforesaid line 190.5 feet to the West line of the Northwest 1/4 of said Section 23; thence South along the West line of the Northwest 1/4 of said Section 23, a distance of 600.0 feet; thence Southeasterly 988.0 feet to a point on the Westerly line of Lot #51 in said Tulleevin Lake Addition and 50.0 feet Southwesterly of the Northwest corner of said Lot #51; thence Northeasterly 300.0 feet to a point 50.0 feet Southwesterly of the Northwest corner of Lot #48 in said Tulleevin Lake

Lucille G. Murcchison, wife of John D. Murcchison, and Jane C. Murcchison,
Clint W. Murcchison, Jr., d/b/a Murcchison Brothers, a partnership, and

THIS INDENTURE WITNESSETH that John D. Murcchison and

WARRANTY DEED

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT DeVon Wilmot, Trustee
for the purpose of making this conveyance

of DeKalb County in the State of Indiana

CONVEY AND WARRANT TO Warren Fitch and Betty Fitch, husband and wife, as tenants by the entirety

of Allen County in the State of Indiana

for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following real
Estate in Allen County, in the State of Indiana, to wit:

The southerly 50.0 feet of Lot #48, all of lots #49 and #50, and
the northerly 50.0 feet of lot #51, in Tulleevin Lake Addition as
recorded in Plat Book 25, pages 33 and 34, in the Office of the
Recorder of Allen County, Indiana, together with Part of the
Northwest Quarter of Section 23, Township 32 North, Range 12 East,
Allen County, Indiana, more particularly described as follows:

Beginning at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
Office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 1087 feet to a point situated on the west line of
the northwest quarter of said Section 23, said point being 1350
feet north of the intersection of the west line of the northwest
quarter of said Section 23 and the ~~southerly line~~
tended west in Tulle

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ALLEN COUNTY RECORDER

Gene E. Fitch

Addition and on the Westerly line of said Lot #48; thence Northwesterly 896.5 feet on line with a point situated on the West line of the Northwest 1/4 of said Section 23 and 1350.0 feet North of the intersection of the West line of the Northwest 1/4 of said Section 23 and the Southerly line of Lot 59 in Tulleevin Lake Addition extended Westward; thence North to the point of beginning;

Subject to all restrictions, limitations and easements of record.

Grantees assume and agree to pay the real estate taxes for the year 1973, due and payable in November, 1974, and all real estate taxes and assessments thereafter.

George Z.

Dated this 6th day of July, 1974.

John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr.,

By *Edward C. McGuire*
(BERNARD C. MCGUIRE)
Attorney in Fact by virtue of a Power of Attorney dated the 2nd day of July, 1968, and recorded in Misc. Record 324, pages 525-527 in the Office of the Recorder of Allen County, Indiana.

STATE OF TEXAS)
COUNTY OF DALLAS) SS:
)

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of July, 1974, personally appeared: John D. Murchison and Clint W. Murchison, Jr., d/b/a Murchison Brothers, a partnership, and Lucille G. Murchison, wife of John D. Murchison, and Jane C. Murchison, wife of Clint W. Murchison, Jr., by BERNARD C. MCGUIRE, Attorney in Fact, and acknowledged the execution of the foregoing deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

June 1, 1975

Notary Public

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT DeVon Wilmot, Trustee for the

purpose of making this conveyance

of DeKalb County in the State of IndianaCONVEY AND WARRANT TO Warren Fitch and Betty Fitch, husband

and wife, as tenants by the entirety

of Allen County in the State of Indiana

for and in consideration of One Dollar and other valuable con- sideration

the receipt of which is hereby acknowledged, the following Real Estate in Allen County, in the State of Indiana, to wit:

Part of the northwest quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows:

Commencing at a point on the westerly line of Lot #45 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34, in the office of the Recorder of Allen County, Indiana, and 50.0 feet southwesterly of the northwest corner of said lot #45; thence northwesterly 995.5 feet on line with a point situated on the west line of the northwest $1/4$ of Section 23 and 1650.0 feet north of the intersection of the west line of the northwest $1/4$ of said section 23 and the southerly line of Lot #59 extended west in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the office of the Recorder of Allen County, to the point of beginning of this description; thence continuing northwesterly along the aforesaid line 190.5 feet to the west line of the northwest $1/4$ of said Section 23; thence south along the west line of the northwest $1/4$ of said Section as, a distance of 300.0 feet; thence southeasterly with a deflection angle to the left of 82 degr. 22 min. 11 sec. a distance of 190.5 feet; thence northerly with a deflection angle to the left of 97 degr. 37 min. 49 sec. a distance of 300.0 feet to the point of beginning of this description, containing 1.31 acres and subject to road rights of way and easements, together with a 25 foot ingress and egress easement being more particularly described as follows:

Part of the northwest quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the office of the Recorder of Allen County, Indiana and 50 feet northeasterly of the southwest corner of said Lot #48; thence northwesterly 921.5 feet on line with a point situated on the west line of the northwest $1/4$ of said Section 23 and 1350.0 feet north of the intersection of the west line of the northwest $1/4$ of said

12 OCT - 7 PM 12:33

ALLEN COUNTY RECORDER

James E. Pilat

DULY ENTERED FOR TAXATION

OCT - 7 1974

James E. Pilat

AUDITOR OF ALLEN COUNTY

Instrument H

12548

AUDITOR OF ALLEN COUNTY
Auditor of County

OCT - 7 1974

DUALLY ENTERED FOR TAXATION

Gommenging at a point on the Westerly Line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
officer of the Recorder of Allen County, Indiana, and 50 feet
northeast of the Southwestern corner of said Lot #48; hence
northeastly of the Southwestern corner of said Lot #48; hence
northeastly of the Southwestern corner of said Section 23 and 50 feet
west of the line of the northwestern 1/4 of said Section 23 and 1350.0 feet
north of the intersection of the west line of the northwestern 1/4

Range 12 East, Allen County, Indiana, more particularly described
Part of the northwestern quarter of Section 23, Township 32 North,
as follows:

988.0 feet to a point on the Westerly Line of Lot #51 in the
Tulleevin Lake Addition and 50.0 feet southeast of the north-
west corner of said Lot #51; hence northeastly of the Southwestern
corner of the Section 23, a distance of 300 feet; hence northwestern 1/4
of said Section 23, thence South along the west line of the northwestern 1/4
Indiana; thence South along the west line of the Recorder of Allen County,
25, pages 33 and 34 in the officer of the Recorder of Allen County,
Tulleevin Lake Addition as recorded in Plat Book
-59 ex-
as follows:

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT Warren Fitch and Betty
Fitch, his wife, both of legal age

of Allen County in the State of Indiana
CONVEY AND WARRANT TO DeVon Wilmot, Trustee for the purpose
of conveying to Warren Fitch & Betty Fitch, husband and wife, as
tenants by the entirety
of DeKalb County in the State of Indiana
for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following real
Estate in Allen County, in the State of Indiana, to wit:

The southerly 50.0 feet of Lot #48, all of lots #49 and #50, and
the northerly 50.0 feet of lot #51, in Tulleevin Lake Addition as
recorded in Plat Book 25, pages 33 and 34, in the Office of the
Recorder of Allen County, Indiana, together with Part of the
Northwest Quarter of Section 23, Township 32 North, Range 12 East,
Allen County, Indiana, more particularly described as follows:

Beginning at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the
Office of the Recorder of Allen County, Indiana, and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 1087 feet to a point situated on the west line of
the northwest quarter of said Section 23, said point being 1350
feet north of the intersection of the west line of the northwest
quarter of said Section 23 and the southerly line of Lot #59 ex-
tended west in Tulleevin Lake Addition as recorded in Plat Book
25, pages 33 and 34 in the office of the Recorder of Allen County
A. Six thousand Dollars (\$6,000.00) paid on execu-

Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended westward; thence southwesterly with a deflection angle to the left of 90 degr. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 degr. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 degr. 39 min. and parallel to the north line of lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 degr. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 degr. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

Subject to all restrictions, limitations and easements of record.
Subject to all taxes.

Dated this 23 day of September 1974.

Grantor certifies under oath that no Indiana gross income tax is due as a result of this transaction.

Devon Wilmot
(Devon Wilmot)

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for said County and State, this 23 day of September 1974, personally appeared Devon Wilmot and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and official seal.

J. D. Brinkerhoff
Notary Public
(James D. Brinkerhoff)

My Commission Expires:

July 27, 1979

This instrument prepared by
J. D. Brinkerhoff, Jr.
Attorney at Law, Garrett, Ind.

W A R R A N T Y D E E D

THIS INDENTURE WITNESSETH THAT Warren Fitch and Betty Fitch,
his wife, both of legal age

of Allen County in the State of Indiana

CONVEY AND WARRANT TO Devon Wilmot, Trustee for the purpose of
conveying to Warren Fitch and Betty Fitch, husband and wife, as
tenants by the entirety

of Allen County in the State of Indiana
for and in consideration of One Dollar and other valuable con-
sideration

the receipt of which is hereby acknowledged, the following Real
Estate in Allen County, in the State of Indiana, to wit:

Part of the northwest quarter of Section 23, Township 32 North,
Range 12 East, Allen County, Indiana, being more particularly
described as follows:

Commencing at a point on the westerly line of Lot #45 in
Tulleevin Lake Addition as recorded in Plat Book 25, pages 33
and 34, in the office of the Recorder of Allen County, Indiana,
and 50.0 feet southwesterly of the northwest corner of said lot
#45; thence northwesterly 995.5 feet on line with a point situated
on the west line of the northwest 1/4 of Section 23 and 1650.0
feet north of the intersection of the west line of the northwest
1/4 of said section 23 and the southerly line of Lot #59 extended
west in Tulleevin Lake Addition as recorded in Plat Book 25, pages
33 and 34 in the office of the Recorder of Allen County, to the
point of beginning of this description; thence continuing north-
westerly along the aforesaid line 190.5 feet to the west line of
the northwest 1/4 of said Section 23; thence south along the
west line of the northwest 1/4 of said Section as, a distance of
300.0 feet; thence southeasterly with a deflection angle to the
left of 82 degr. 22 min. 11 sec. a distance of 190.5 feet; thence
northerly with a deflection angle to the left of 97 degr. 37 min.
49 sec. a distance of 300.0 feet to the point of beginning of
this description, containing 1.31 acres and subject to road rights
of way and easements, together with a 25 foot ingress and egress
easement being more particularly described as follows:

Part of the northwest quarter of Section 23, Township 31 North,
Range 12 East, Allen County, Indiana, more particularly described
as follows:

Commencing at a point on the westerly line of Lot #48 in Tulleevin
Lake Addition as recorded in Plat Book 25, pages 33 and 34 in
the office of the Recorder of Allen County, Indiana and 50 feet
northeasterly of the southwest corner of said Lot #48; thence
northwesterly 921.5 feet on line with a point situated on the west
line of the northwest 1/4 of said Section 23 and 1350.0 feet north
of the intersection of the west line of the northwest 1/4 of said

Indiana; hence along the west line of the northwestern 1/4 of said Section 23, a distance of 300 feet; hence southeastly 988.0 feet to a point on the west line of Lot #51 in said Township Lake Addition and 50.0 feet southwesterly of the north corner of said Lot #51; hence northwesterly 300.0 feet to the point of beginning, containing 8.617 acres, subject to a 25 foot ingress and egress easement, more particularly described as follows:

Part of the northwestern quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at a point on the west line of Lot #48 in Township Lake Addition as recorded in Plat Book 25, pages 33 and 34 in the office of the Recorder of Allen County, Indiana, and 50 feet northnortheastly of the southwest corner of said Lot #48; hence northwesterly 921.5 feet on line with a point situated on the west line of the northwestern 1/4 of said Section 23 and 1350.0 feet north of the intersection of the west line of the northwestern 1/4

CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between Warren J. Fitch and Betty L. Fitch, husband and wife (hereinafter referred to as "Seller"), residing at 14615 Auburn Road, Fort Wayne, Indiana, and Patrick L. Burns and Maureen Burns, husband and wife, (hereinafter referred to as "Buyer"), residing at

WITNESSETH: Seller hereby agrees to sell and convey to Buyer, and the Buyer agrees to purchase and pay for, upon the provisions, terms and conditions contained in this contract, the following described premises commonly known as 14611 Auburn Road, Fort Wayne, Indiana, including a dwelling house and at least 1 acre of real estate, all as more particularly described in Exhibit "A", together with all appurtenances and hereditaments thereof, but subject to all legal highways, restrictions of record and zoning laws.

I.

PURCHASE PRICE

The total purchase price for said property is Fifty-two thousand five hundred Dollars (\$52,500.00) payable as follows:

A. Six thousand Dollars (\$6,000.00) paid on execution of this contract.

Section 23 and the southerly line of Lot #59 in Tulleevin Lake Addition extended westward; thence southwesterly with a deflection angle to the left of 90 degr. 0 min. a distance of 25 feet; thence southeasterly with a deflection angle to the left of 90 degr. a distance of 918.95 feet to a point on the westerly line of Lot #48; thence southeasterly with a deflection angle to the right of 11 degr. 39 min. and parallel to the north line of lot #48, a distance of 226.24 feet to the westerly right of way of Auburn Road; thence northeasterly with a deflection angle to the left of 90 degr. 13 min. along the westerly right of way of Auburn Road, a distance of 25 feet to a point on the northerly line of Lot #48; thence northwesterly with a deflection angle to the left of 89 degr. 47 min. along the northerly line of Lot #48, a distance of 228.7 feet to the point of beginning.

Subject to all restrictions, limitations and easements of record.

Subject to all taxes.

Dated this 23rd day of September 1974.

Warren Fitch
(Warren Fitch)

Betty Fitch
(Betty Fitch)

STATE OF INDIANA) SS:
COUNTY OF DEKALB)

Before me, the undersigned a Notary Public, in and for said County and State, this 23rd day of September 1974, personally appeared Warren Fitch and Betty Fitch and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and official seal.

James D. Brinkerhoff Jr.
Notary Public
(James D. Brinkerhoff Jr.)

My Commission Expires:

July 27, 1977

This instrument prepared by:
J. D. Brinkerhoff, Jr.
Attorney at Law, Garrett, Ind.

CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between Warren J. Fitch and Betty L. Fitch, husband and wife (hereinafter referred to as "Seller"), residing at 14615 Auburn Road, Fort Wayne, Indiana, and Patrick L. Burns and Maureen L. Burns, husband and wife, (hereinafter referred to as "Buyer"), residing at

WITNESSETH: Seller hereby agrees to sell and convey to Buyer, and the Buyer agrees to purchase and pay for, upon the provisions, terms and conditions contained in this contract, the following described premises commonly known as 14611 Auburn Road, Fort Wayne, Indiana, including a dwelling house and at least 1 acre of real estate, all as more particularly described in Exhibit "A", together with all appurtenances and hereditaments thereof, but subject to all legal highways, restrictions of record and zoning laws.

I.

PURCHASE PRICE

The total purchase price for said property is Fifty-two thousand five hundred Dollars (\$52,500.00) payable as follows:

- A. Six thousand Dollars (\$6,000.00) paid on execution of this contract, receipt of which is hereby acknowledged.
- B. The balance of Forty-six thousand five hundred dollars (\$46,500.00) in installments of Three hundred and seventy-eight dollars (\$378.00) per month 84 months and then beginning with the 85th installment, Four hundred dollars (\$400.00) per month until the full amount of the purchase price, together with interest from the date of this contract on the remaining principal balance thereof at the rate of 9 per cent per annum, has been paid.
- C. The monthly installments are payable to the Seller at the address above or at such other place or places as the Seller may from time to time designate by notice in writing. The first monthly installment is due June 1, and each installment thereafter is due on the first day of each successive month thereafter.
- D. The interest as stated shall be computed monthly, in advance, on the day of each month upon the principal sum unpaid at the beginning of such month. The amount of interest so found due shall be deducted from the amount of the

payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal.

II.

PREPAYMENT OF THE PURCHASE PRICE

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after which payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III.

TAXES, ASSESSMENTS AND INSURANCE

- A. Taxes. Seller agrees to pay the Fall of 1983 installment and the Spring of 1984 installment and the Buyer agrees to assume and pay the taxes on the real estate beginning with the Fall of 1984 installment and all taxes thereafter.
- B. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the real estate for public or municipal improvements or services, which after the date of this contract, are constructed or installed on or about the real estate or otherwise serve the real estate, except the pending assessments for the repair of the Cedar Creek, which shall be the responsibility of Seller.
- C. Penalties. Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.
- D. Insurance. Buyer agrees to keep the improvements included in the real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract.

- E. Seller's Right to Perform Buyer's Covenants. If Buyer fails to pay any act or to make any payment required of him by this Article III, Seller shall

have the right at any time, with 7 days advance notice to Buyer, to perform any such act or to make such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by the Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest at 9 per cent from the respective dates of making payment or incurring costs and expenses.

IV.

POSSESSION

The Buyer shall be entitled to enter into possession of said property no later than May 1, 1983.

V.

EVIDENCE OF TITLE

Seller has furnished Buyer a title insurance policy disclosing marketable and insurable title to the real estate to the 9th day of March, 1983, subject to exceptions only as stated in said policy. Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller, or by any judicial proceedings affecting the real estate shall be borne by the Seller.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described real estate subject to the restrictions and easements

of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligation.

VI.

SELLER'S RIGHT TO MORTGAGE THE REAL ESTATE

Seller shall have the right to obtain, without Buyer's consent, a loan or loans secured by mortgage on the real estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balance of all such loans shall never exceed the unpaid balance of the purchase price for the real estate under this contract. If Seller encumbers the real estate by mortgage, the Buyer shall have the right to make any omitted payment or payments due under this contract, and to deduct the amount thereof from the payments due under this contract, and agrees, however, that he will pay all such mortgage loans when due or at such time as Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such mortgage loans when they are paid.

VII.

ASSIGNMENT OF CONTRACT

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the real estate, without the written consent of the Seller, which written consent shall not be unreasonably withheld. Buyer and Seller agree, however, that Seller has the right to check the proposed assignee's credit rating prior to making a decision to consent or not consent to the assignment.

VIII.

USE OF REAL ESTATE AND RIGHT TO INSPECTION

A. Use. The real estate may be rented, leased, or occupied by persons other than the Buyer, provided Seller gives written consent, which shall not be unreasonably withheld. Buyer may make alterations, changes and make additional improvements without the written consent of Seller having first been obtained. Buyer shall use the real estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest in the Buyer shall not commit waste on the real estate. In his occupancy of the real estate, Buyer shall comply with all applicable laws, ordinances, and regulations.

of the United States of America, of the State of Indiana, and of the City and County where the real estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the real estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

B. Seller's Right of Inspection. Seller shall have the right to enter and inspect the real estate at any reasonable time, provided, that Seller give notice in advance of his intent to enter and inspect the real estate.

C. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the real estate.

IX.

FIRST RIGHT OF REFUSAL

Should the Seller, during the term of this contract, desire to sell all or any portion of the following described real estate:

Lot 49, Lot 50, the south 50 feet of Lot 51, and the north 30 feet of Lot 51, in Tullevin Lake Addition, located in the northwest quarter of Section 23, township 32 North, range 12 East, Allen County, Indiana

the Buyer shall have the right of first refusal to meet any bona fide offer of said on the same terms and conditions of such offer, or shall have the right to make the first bona fide offer, and on failure to meet any such bona fide offer or to make a bona fide offer within 14 days after written notice thereof given to the Seller, the Seller shall be free to sell the premises or portions thereof to such third persons in accordance with the terms and conditions agreeable to said Seller.

X.

DEFAULT

The payment of all monies becoming due hereunder by the Buyer and the performance of all covenants and conditions of this contract to be kept and performed by the Buyer are conditions precedent to the performance by the Seller of the covenants and conditions of this contract to be kept and performed by the Seller. In the event the Buyer shall fail for a period of thirty (30) days after they become due to pay any of the sums in this contract agreed to be paid by the Buyer, either as installments or on account of interest, taxes, assessments or

procure insurance, or should Buyer fail to comply with any of the covenants or conditions of this contract on his part to be performed, or if a receiver is appointed for the Buyer, or the Buyer becomes bankrupt, or makes an assignment for the benefit of creditors, or should any actions or proceedings be filed in any court to enforce any liens on, or claim against, the property seeking to reach the interest of the Buyer, or if the Buyer leases or encumbers the property, or any part thereof, without the prior written consent of the Seller, or if the Buyer deserts or abandons the property, or any part thereof, then:

A. The Seller shall have the right to pursue immediately any and all remedies, legal or equitable, that are available under the applicable law to collect the contract balance and accrued interest to foreclose this contract, and as may be necessary or appropriate to protect the Seller's interests under this contract and in and to said property.

B. In the event the Buyer deserts or abandons said property or commits any other willful breach of this contract which materially diminishes the security intended to be given to the Seller under and by virtue of this contract, then, it is expressly agreed by the Buyer that, unless the Buyer shall have paid in full, thirteen Thousand Five Hundred Dollars (\$13,500.00) of the purchase price, the Seller may, at the Seller's option, cancel this contract and take possession of said property and remove the Buyer therefrom, or those holding or claiming under the Buyer, without any demand and to the full extent permitted by the applicable law. In the event of the Seller's cancellation upon such default, the Buyer, all rights of Buyer under this contract and in and to the property shall cease and terminate and the Buyer shall have no further right, title or interest, legal or equitable, in and to the property and the Seller shall have the right to retain all amounts paid by the Buyer toward the purchase price, less an agreed payment for the Buyer's possession of said property prior to such default. Such retention shall not bar the Seller's right to recover damages for the unlawful detention of the property after default, for any failure to pay taxes or insurance, for failure to maintain said property at any time, for waste committed thereon, or for any other damages suffered by the Seller, including reasonable attorney's fees incurred by the Seller in enforcing any right hereunder or removing any encumbrance on said property made by the Buyer.

C. In lieu of the foregoing, the Seller, at his option, may declare, by notice to the Buyer, the entire unpaid balance of the purchase price specified in this contract to be due and payable, and may by appropriate action, in law or in equity, proceed to enforce payment thereof.

D. Any rights, powers, or remedies, special, optional, or otherwise, given or reserved to the Seller by this paragraph shall not be construed to deprive the Seller of any rights, powers, or remedies otherwise given by law or equity.

XI.

ATTORNEY'S FEES AND COSTS

Each party is entitled to recover his reasonable attorney's fees, costs and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

XII.

NO REPRESENTATIONS

The Buyer agrees with and represents to the Seller that said property has been inspected by him and that he has been assured by means independently of this Seller or of any agent of the Seller of the truth of all facts material to this contract, and that said property, as it is described in this contract, and that said property is and has been purchased by the Buyer as a result of such inspection or investigations and not by or through any representations made by the Seller, or by an agent of the Seller, other than such representations as may be contained in this contract. The Buyer further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this contract; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to said property; and that if any such representations have been made, they are wholly unauthorized and are not binding on the Seller.

XIII.

ENTIRE AGREEMENT

Both the Buyer and Seller agree that this contract constitutes the sole

and only agreement between them respecting said property and correctly sets forth their obligations to each other as of its date.

XIV.

NOTICES

Any and all notices or other communications required or permitted by this contract or by law to be served on either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first class postage prepaid, addressed to the Buyer at the address of said property or to the Seller at 14615 Auburn Road, Fort Wayne, Indiana. Either party, the Buyer or the Seller, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

XV.

REMOVAL OF TENANT

In the event this contract is signed by all parties before May 1, 1983 and, at the time of execution, the tenant presently occupying the premises described in Exhibit "A", has not vacated the premises, the Seller shall have the duty and obligation to remove said tenant, at Seller's expense, so that possession may be granted to Buyers no later than May 1, 1983.

In witness whereof, the Seller and the Buyer have executed this instrument on this 9th day of April, 1983.

BUYER:

Patrick L. Burns
Patrick L. Burns

Maureen R. Burns
Maureen R. Burns

STATE OF INDIANA) SS:
COUNTY OF)

Before me, a notary public in and for said county and state, on this 9th day of April, 1983, personally appeared Warren J. Fitch and Betty L. Fitch, and each acknowledged the execution of the above and foregoing Contract for the Conditional Sale of Real Estate to be his and her voluntary act and deed.

Witness my hand and notarial seal.


NOTARY PUBLIC
INDIANA

MY COMM. EXPIRES:

MAY 5 1983

NOTARY PUBLIC
INDIANA

COUNTY
INDIANA

EXHIBIT "A"

Part of Lot #51 in Tulleevin Lake Addition and part of the Northwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Lot #51 in Tulleevin Lake Addition as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana; thence Northeasterly along the Easterly line of Lot #51 a distance of 50 feet to the point of beginning; thence Northeasterly along the Easterly line of Lot #51 a distance of 20 feet; thence Northwesterly with a deflection angle to the left of 89 degr. 46 min. 50 sec. and parallel to the Southerly line of Lot #51 a distance of 228.42 feet to a point on the West line of Tulleevin Lake Addition; thence Northeasterly with a deflection angle to the right of 89 degr. 43 min. 20 sec. along the West line of Tulleevin Lake Addition a distance of 229.0 feet; thence West with a deflection angle to the left of 101 degr. 22 min. 30 sec. a distance of 259.0 feet; thence South with a deflection angle to the left of 89 degr. 58 min. 30 sec. a distance of 244.8 feet; thence East with a deflection angle to the left of 90 degr. 12 min. 50 sec. a distance of 210.0 feet to a point on ~~the~~ West line of Tulleevin Lake Addition, said point being 50.0 feet North of the Southwest corner of Lot #51; thence Southwesterly parallel to the South line of Lot #51 a distance of 228.4 feet to the point of beginning, containing 1.42 acres.

receipt of which is hereby acknowledged.

B. The balance of Forty-six thousand and five hundred dollars (\$46,500.00) instalments of three hundred and seventy-eight dollars (\$378.00) per month for 84 months and then beginning with the 85th instalment, Four hundred dollars (\$400.00) per month until the full amount of the purchase price, together with interest from the date of this contract on the remaining principal balance thereof at the rate of 9 per cent per annum, has been paid.

C. The monthly instalments are payable to the Seller at the address shown above or at such other place or places as the Seller may from time to time designate by notice in writing. The first monthly instalment is due June 1, 1981, and each instalment thereafter is due on the first day of each successive month.

D. The interest as stated shall be computed monthly, in advance, on the day of each month upon the principal sum unpaid at the beginning of such month, the amount of interest so found due shall be deducted from the amount of agree-